



Dannel P. Malloy
Governor

STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



Evonne M. Klein
Commissioner

March 6, 2015

TO: Mr. Curtis Law, Executive Director
Norwalk Housing Authority
24 Monroe Street
Norwalk, CT 06854

Re: Washington Village Phase One, DR7501

Dear Mr. Law:

I am pleased to provide you with the terms and conditions under which the State of Connecticut will provide financial support for the above referenced project. Attached to these project specific terms and conditions, you will also find a brief description of some of the mandatory state contracting requirements.

The terms and conditions as well as the State's contracting requirements should be reviewed with your legal counsel so that you are familiar with them.

If the terms, conditions and requirements are acceptable to you, please sign this letter where indicated and return to your project manager within 45 calendar days of the date of this letter.

If you have any questions regarding this matter, please contact John Rosenthal, your project manager, at John.rosenthal@ct.gov or (860) 270-8173.

Sincerely,

Evonne M. Klein
Commissioner

cc: Nick Lundgren, Deputy Commissioner

Agreed to and Accepted By:

Signed By: 
Curtis Law, Executive Director

4/16/15
Date

2015 MAR 10 11:09:29

I. PROJECT SPECIFIC TERMS AND CONDITIONS

1. FUNDING AUTHORIZATION:

Subject to the terms and conditions set forth herein, the State of Connecticut acting by and through the Department of Housing ("Agency") or a successor state agency, will provide the funding as set forth in Section 4 below for the Washington Village Phase One (the "Project") to Norwalk Housing Authority, existing pursuant to the laws of the State of Connecticut, or an affiliated entity approved by Agency at its sole discretion ("Sponsor"). Federal funding for this project is authorized under Section 8-206 of the Connecticut General Statutes, as amended, and the Disaster relief act, 2013 (Pub.L.113-2), and 24 CFR Part 92 of the regulations of the United States Department of Housing and Urban Development.

2. DEVELOPMENT PROJECT DESCRIPTION:

An Agency grant will be provided to the Sponsor for the construction of the Project. The Project is located at 13 & 20 Day Street and consists of 1.73 acres of land (the "Property"). The Project entails the creation of 80 units of family rental housing, including 40 units of public housing.

3. SOURCES AND USES OF FUNDS:

SOURCES OF FUNDS

CHFA LIHTC 9%	\$ 19,966,796
CDBG-DR	\$ 9,855,590
Private Financing	\$ 2,809,996
TOTAL	\$ 32,632,384

USES OF FUNDS

Construction Hard Costs	\$ 22,179,200
Construction Contingency	\$ 1,663,440
Architectural/Engineering	\$ 1,489,200
Finance and Interim Costs	\$ 1,487,882
Soft Costs (Fees and Expenses)	\$ 1,359,634
Developer Fees	\$ 3,383,833
Capitalized Reserves	\$ 804,445
Entity and Syndication Costs	\$ 264,750
TOTAL	\$ 32,632,384

4. Agency Financial Assistance:

Recipient: Norwalk Housing Authority
Amount: \$9,855,590
Source: CDBG-DR

Use of Agency Funds: Agency funds may be used for general construction and various soft costs, in accordance with a budget to be mutually agreed upon. The proposed use of Agency funds is:

\$7,312,000 Construction Hard Cost
\$2,543,590 Various Soft Cost
\$9,855,590 Total

5. Collateral: To secure its obligations in connection with the DOH CDBG-DR grant funding contemplated herein, DOH shall grant CDBG-DR funds to the Norwalk Housing Authority subject to use restrictions stated in the Grant Agreement. In turn, the Norwalk Housing Authority shall loan the grant proceeds to Trinity Washington Village Phase One LP in the form of a mortgage. Use restrictions in the mortgage will be as or more restrictive than those found in the Grant Agreement. All legal matters in connection with the State financial assistance and any required security thereof shall be acceptable to the Agency and its legal counsel.

6. Time and Place of Closing: The closing shall take place at the offices of the Agency, 505 Hudson Street, Hartford CT 06106, or at such other place designated, on or before September 15, 2015, unless extended, by the Agency Commissioner (the "Commissioner"), at her discretion.

The Commissioner shall not be obligated to schedule a closing or to close the transaction contemplated herein until she has received all documents required for the closing in form and substance satisfactory to her or her counsel, including any documents required to be executed prior to closing. In the event the grant is not closed by the aforementioned date, the Commissioner, in her sole discretion, may withdraw this term sheet.

7. Environmental: Copies of all environmental reports must be provided to Agency. For Federally CDBG-DR program funded developments, evidence that the Sponsor has undertaken an environmental review according to the provisions of the National Environmental Policy Act of 1969 (NEPA) and 24 CFR Part 58 prior to full commitment and disbursement of any CDBG-DR funds. DOH's Request for Release of Funds will be submitted after the completion of the 8 Step Process.

8. Rental Limits: DOH CDBG-DR funds will be assisting forty (40) units, which will be Agency assisted units as shown on the chart below. These DOH CDBG-DR assisted units are declared "FIXED" public housing units and are subject to IRS Section 42 requirements.. Any utility allowances for tenant paid utilities must be subtracted from these limits in calculating maximum tenant rents. In addition, DOH understands that base rent may be established at a lower level to comply with other lenders and IRS Sect. 42 requirements. HUD amends these rent limits periodically.

As of March 2015, these rent limits are:

	<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>3 Bedroom</u>	<u>4 Bedroom</u>
At 50% of AMI	\$1,163	\$1,396	\$1,613	\$1,800

9. Affordability Period: Projects funded with DOH funds must remain affordable to persons whose incomes do not exceed 50% of AMI, as determined by HUD. The CDBG-DR assisted units must remain affordable for a period of not less than 50 years. Additionally, the Sponsor must submit to DOH a Quarterly Report and an Annual Rental Project Certification Report upon occupancy and for the duration of the affordability period. Documentation required demonstrating compliance with long-term affordability will be further defined in the Assistance Agreement.

10. Estimated Construction Start Date: September of 2015.

11. Estimated Construction Completion Date: In accordance with CDBG-DR Program regulations, the Project Completion Date will be the first day on which the initial tenant of each unit has been qualified as meeting CDBG-DR income eligibility requirements and has occupied the unit. The Sponsor must submit a Project Completion Report detailing all tenants and household incomes for CDBG-DR assisted units.

12. Expiration: Your countersignature is required no later than Forty Five days from the date of this letter. In the event your countersignature is not received by the aforementioned date by the Agency, this term sheet will be considered null and void.

13 Procurement: Sponsor seeking state or federal funds are required to use, at a minimum, a Request for Proposals process (RFP) in selecting its general contractor. Sponsor shall comply with and cause any general contractor or sub-contractor to comply with 24 CFR 85.36.

14. Permitted Successors and Assigns: Sponsor agrees not to transfer, assign, pledge or hypothecate any right or interest in any payment or advance due pursuant to the Grant Agreement, or any of the other benefits of the Grant Agreement, without the prior written consent of the Agency, which consent not to be unreasonably withheld.

15. Disbursement of Funds: The amount of Agency financial assistance shall not exceed the amount specified in Section 4 above and shall be disbursed by the Commissioner in accordance with the terms and provisions of an Assistance Agreement to be executed by the State and the Sponsor based upon the development costs as more fully set forth in the Project Financing Plan and Budget. It is anticipated that Agency funding will be provided through disbursements equivalent to one hundred percent (100%) of the assistance amount. The Sponsor shall only request disbursement of funds at such times as funds are required for payment of eligible actual costs incurred. For the purposes

hereof, Sponsor shall have satisfied the requirement of incurring an eligible cost upon execution of a Loan Agreement with Trinity Washington Village Phase One Limited Partnership for the making of a loan for the development of the Project.

16. Transaction Costs: In consideration for the efforts the Agency will undertake in connection with this transaction, which efforts Sponsor hereby acknowledges, Sponsor shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including, but not limited to closing costs incurred by Sponsor or otherwise associated with the funding contemplated herein.

17. Incurring Development Costs: The date for incurring costs in accordance with 24 CFR Part 58 is (after environmental clearance).

18. Appraisal: The as-is and to-be-developed values of the Property must be appraised by an independent appraiser reasonably acceptable to the Agency and such appraisal shall be provided to the Agency prior to closing. The Agency may, at its discretion, accept copies of an appraisal performed for another party contributing funding to the Project.

19. Subject to Approvals and Authorizations: Sponsor acknowledges that the obligation of Agency to provide the financial assistance contemplated herein is subject to the normal State-approval processes, including, but not limited to, the execution of an Assistance Agreement and review and approval of all final documentation by the Attorney General as to form and substance. This proposal is not a contract by the State of Connecticut. The State shall not be obligated to provide the funding contemplated herein until a contract (for which all approvals required by law or Sponsor policy, as the case may be, have been obtained) has been executed in accordance with all applicable State and corporate procedures. Without limiting the generality of the foregoing and notwithstanding any other provisions of this proposal, the State, in accordance with applicable law and/or the policies of the Agency and/or other State agencies, may elect to withdraw this proposal and withhold payment of funds if:

- i. Sponsor shall have made to the State any material misrepresentation in the Project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished herewith; or
- ii. Sponsor shall have abandoned or terminated the Project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

20. Availability of Funds: Sponsor acknowledges and agrees that the availability of the funding contemplated herein is subject to approval of the Commissioner and that in the event that such approval is not obtained or that at any time the Agency determines, in its discretion, that such approval is not likely to be obtained within a reasonable period of time, the Agency may terminate this proposal. Sponsor agrees that notwithstanding any such withdrawal, Sponsor is responsible for the payment of all necessary and appropriate

costs associated with the transaction contemplated herein as more specifically provided in Section 13 above.

21. Alternative Sources of Funding: Sponsor acknowledges and agrees that, notwithstanding anything to the contrary herein, the Agency may modify the source of the funding contemplated herein.

II. NEXT STEPS

The following outstanding items must be submitted to the Agency as soon as possible. Please also refer to Attachment D, which provides a template Closing Checklist, and sample list of items required prior to closing. This template may not be all inclusive and additional items specific to this transaction may be required.

- HUD 8 Step Process
- HUD Release of Funds
- Certified Resolution (Form Attached)
- Consolidated Application revised and updated to all current project facts
- Executed Consolidated Application Development Budget (version 4), updated to current sources and uses to include prevailing wages and Davis Bacon.
- DOH approval of all outstanding architectural and construction items.

Please reference the project name and number in all correspondence related to this project.

Washington Village Phase One
CDBGDR7501

Attachment A

HIGHLIGHTS OF MANDATORY AGENCY CONTRACTING REQUIREMENTS

The full text of these provisions will be contained in the Assistance Agreement. As mandatory state contracting requirements, these provisions are subject to change and may be amended from time to time.

1. Restrictive Covenant: Sponsor agrees to file, or to have filed, a Declaration of Land Use Restrictive Covenant with respect to the Property, setting forth the applicable restrictions and affordability period. Sponsor is responsible for recording costs and for providing Agency with recording information.

2. Compliance: The Property and all work performed in connection with the Project must comply with all local building codes, lead-based paint requirements and all other applicable laws, regulations, orders and codes. All required remediation work shall be properly completed and evidence satisfactory to the State shall be submitted.

3. Relocation: The financial assistance contemplated hereunder is contingent upon compliance with State and/or Federal Uniform Relocation Act as applicable, 24 CFR 92.353 and Chapter 135, CGS.

4. Insurance: Sponsor shall provide the State with evidence of all required insurance in amounts, form, substance, and quality acceptable to the State, prior to closing. All insurance certificates must be endorsed to the State of CT as "Additional Insured" except as set forth in Attachment B.

5. Procurement: Sponsor seeking state or federal funds are required to use, at a minimum, a Request for Proposals process (RFP) in selecting its general contractor. Sponsor shall comply with and cause any general contractor or sub-contractor to comply with 24 CFR 85.36.

6. State Set-Aside Benefit Program: Sponsor must comply with Section 3 of the Housing and Urban Development Act of 1968. Agency policy on Set-Aside for Minority Business Enterprises, specifically:

Set-Aside for Minority Business Enterprises:

(a) It is the policy of Agency that recipients of financial assistance shall contract with small and minority/female owned businesses for projects for which the financial assistance is awarded. To comply with this policy, Sponsor shall make a good faith effort:

(1) to award contracts for at least twenty-five percent (25%) of the total financial assistance from the Department to Small Business Enterprises, as defined in Section 4a-60(g) of the Connecticut General Statutes;

(2) to award twenty-five percent (25%) of the small business set-aside amount to minority/female owned business enterprises; and

(3) to award set-aside contracts through competitive solicitation in which only small business, minority, and/or female business enterprises may compete for the set-aside amount.

(b) Agency policy on set aside contracts shall apply only when the Sponsor enters into a contract or portions of contracts for costs pertaining to construction, rehabilitation, renovation or maintenance activities and the purchase of goods and services, including project planning costs. For purposes of this section, "goods and services" means the purchase of, and contracts for, supplies, materials, equipment, and contractual services, except gas, water, and electric light and power services.

(c) The Sponsor shall file a report, in a form and manner prescribed by the Commissioner, prior to the expiration of the budget period, detailing its good faith efforts to comply with this policy and listing all small and minority/female owned businesses to which it awarded contracts and the amount of the contract award.

7. Disbursement of Funds: The amount of financial assistance shall not exceed the amount specified in the Project Financing Plan and Budget, and shall be disbursed by the Commissioner in accordance with the terms and provisions of an Assistance Agreement to be executed by the State and the Sponsor based upon the development costs as more fully set forth in the Project Financing Plan and Budget. The Sponsor shall only request disbursement of funds at such times as funds are required for payment of eligible actual costs incurred.

8. Financial Reporting: If requested, the Sponsor will provide the State with annual financial statements that are current, signed, and prepared according to generally accepted accounting principles consistently applied (except as otherwise disclosed therein) within 120 days following the end of its respective fiscal year.

9. Labor Requirements: Every contract for construction shall comply with federal labor standards. Additionally, every contract for the construction (rehabilitation or new construction) of housing that includes 8 or more units assisted with CDBG-DR funds must comply with the Davis-Bacon Act, 40 USC 276a - 276a-5.

10. Affirmative Action/Non-Discrimination Requirements: Sponsor must comply with, and must cause all contractors and subcontractors to comply with, any and all federal, state, and local laws with regard to discrimination, and Sponsor shall not discriminate against any persons on account of race, religion, sex, family status, age, mental and physical disability, or place of national origin in its performance of this Agreement and the completion of the Project. Such requirements include, but shall not be limited to, those set forth in CGS Sections 4a-60, 46a-56, 46a-68f, Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971 and Executive Order Number Seventeen Governor Thomas J. Meskill promulgated February 15, 1973.

11. Fair Housing: Sponsor must comply with the Fair Housing Regulations under Section 8-37ee-1 through 8-37ee-17 of the Regulations of Connecticut State Agencies.

12. Project Progress Reporting: Sponsor shall submit quarterly project milestones progress and financial reports acceptable to the Agency. Milestones should be adjusted quarterly or as changes in timing occur. Quarterly progress and financial reports shall be provided to Agency no later than 30 days after March 30, June 30, September 30, and December 31 of each calendar year until the expiration of the Project Financing Plan and Budget.

13. Project Monitoring Oversight: DOH will require the Sponsor to strictly adhere to the federal regulations and rules that will govern the operation of the units and any related activity financed with the CDBG-DR program funding. The Sponsor acknowledges that it is the Sponsor's responsibility to be knowledgeable and remain knowledgeable of the CDBG-DR rules and requirements throughout the entire compliance period. DOH will monitor and administer the project in accordance with any and all federal regulations and rules that CDBG-DR directs are appropriate and necessary. It is understood that the regulations and rules can change from time to time. If the project receives a State source of funding in addition to the CDBG-DR funds, then the Sponsor understands that any State rules governing the operation of the units which may be associated with the State-sourced funding will be in addition to the federal regulations and requirements and not in lieu of the federal rules and requirements.

Ongoing DOH reporting requirements and documentation required to demonstrate compliance with long-term affordability will be further defined in the Assistance Agreement.

14. Audits: Audits must be conducted in accordance with 24 CFR Part 5 and all other applicable State audit requirements.

15. Instances of Default:

- (a) The Assistance Agreement between the Agency and the Sponsor will be subject to, without limitation, the following default provisions: breach of agreement, misrepresentation, unpaid judgments, receivership or bankruptcy, change in corporate structure, condemnation or seizure, cancellation of insurance, failure to pay debts, violation of terms in other project documents.
- (b) The failure of Sponsor to complete the construction and development of the Project on or prior to the expiration date; or abandonment or termination of the Project prior to the expiration of the Affordability Period.
- (c) The failure of sponsor to provide the Agency with copies of the recorded Restrictive Covenants for each assisted property.

- (a) **16. Other Terms and Conditions:** Sponsor shall carry out the project in accordance with the 24 CFR Part 570 of the regulations of the United States Department of Housing and Urban Development CDBG-DR Program. The Sponsor and the Project shall comply with all applicable Federal rules, regulations and requirements pertaining to the CDBG-DR program.
- (b) Submission and approval of any outstanding Final Application Checklist items and any other supporting documentation deemed necessary by the DECD, as applicable.

- (c) Sponsor will supply a project timetable with major milestones for start and completion of the overall project as well as the start and completion of the CDBG-DR-assisted units.
- (d) The Sponsor acknowledges that the obligation of the Department of Economic and Community Development to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to the execution of an Assistance Agreement, review and approval of any documentation by the Attorney General as to form and substance.
- (e) This proposal is not a contract by the State of Connecticut or the Sponsor. The State and the Sponsor shall not be bound until a contract has all approvals required by law or Sponsor policy, as the case may be, and is executed in accordance with all applicable State and corporate procedures, respectively.
- (f) Notwithstanding any other provisions of this proposal, the State, in accordance with 24 CFR 85.43, may elect to withdraw this proposal and withhold payment of funds if:

- i. Sponsor shall have made to the State any material misrepresentation in the Project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished herewith; or

- ii. The Sponsor shall have abandoned or terminated the Project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

(f) Violence in the Workplace Prevention: The Sponsor acknowledges and understands that the Assistance Agreement to be executed between the Sponsor and the Agency will be subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be cancelled, terminated or suspended by the state for violation of or noncompliance with said executive Order No. 16. The Sponsor must agree to abide by such Executive Order.

(g) Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in any calendar year of \$50,000.00 or more or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this Assistance Agreement expressly acknowledges receipt of State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitations prohibitions, and will inform its principals of the contents of the notice. This notice, SEEC form 11, is attached hereto as Attachment C and is made a part hereof.

(h) Construction Completion Documents. Although not an exhaustive list, the following documents must be made available to the Agency, upon request, at completion of the Project:

- i. Certificate(s) of Occupancy
- ii. Certification that owner is in possession of record documents (As-Builts)
- iii. Certificate of Substantial Completion (AIA form G704)
- iv. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- v. Contractor's Affidavit of Release of Liens (AIA form G706A)
- vi. Subcontractors and Suppliers Release or Waiver of Liens
- vii. Consent of Surety Company to Final Payment (AIA form G707)
- viii. Consent of Surety to a Reduction in or Partial Release of Retainage, if applicable (AIA form G707A)
- ix. Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)
- x. 91 days after Certificate of Substantial Completion has been issued, the General Contractor may submit his request for the balance of his retainage (AIA form G702)

Attachment B

Insurance Provisions

INSURANCE REQUIREMENTS FOR NON-PROFIT AND FOR PROFIT ENTITIES

(A) Applicant shall procure and maintain for the duration of the Agreement the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder; provided however, that if this project is (i) financial assistance of less than \$100,000, (ii) a planning grant, or (iii) a predevelopment loan, only items 1 and 2 as set forth herein shall apply:

- 1) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- 4) **Directors and Officers Liability:** \$1,000,000 per occurrence limit of liability; provided, however, that Directors and Officers Liability insurance shall not be required for limited liability corporations or limited partnerships.
- 5) **Comprehensive Crime Insurance:** \$100,000 limit for each of the following coverages: Employee Dishonesty (Form O), Forgery/Alteration (Form B), and Money and Securities coverage for Theft, Burglary, Robbery, Disappearance and Destruction.
- 6) **Builders Risk: (Construction Phase)** With respect to any work involving the construction of real property during the construction project, if Agency is taking a collateral position in the property, the Applicant shall maintain Builder's Risk insurance providing coverage for the entire work at the project site. Coverage shall be on a Completed Value form basis in an amount equal to the projected value of the project. Applicant agrees to endorse the State of Connecticut as a Loss Payee.
- 7) **Property Insurance: (Post Construction)** If the Agency is taking a collateral position in the property, the Applicant shall maintain insurance covering all risks of direct

physical loss, damage or destruction to real and personal property and improvements and betterments (including flood insurance if property is within a duly designated Flood Hazard Area as shown on Flood Insurance Rate Maps (FIRM) set forth by the Federal Emergency Management Agency (FEMA)) at 100% of Replacement Value for such real and personal property, improvements and betterments or the maximum amount available under the National Flood Insurance Program. The State of Connecticut shall be listed as a Loss Payee.

(B) Additional Insurance Provisions

1. The Agency officials and employees shall be named as an Additional Insured on the Commercial General Liability policy. Additional Insured status is not required for items (A)2 through (A)7 above.
2. Described insurance shall be primary coverage and Applicant and Applicant's insurer shall have no right of subrogation recovery or subrogation against the State of Connecticut.
3. Applicant shall assume any and all deductibles in the described insurance policies.
4. Without limiting Applicant's obligation to procure and maintain insurance for the duration identified in (A) above, each insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State of Connecticut, with the exception that a ten (10) day prior written notice by certified mail for non-payment of premium is acceptable.
5. Each policy shall be issued by an Insurance Company licensed to do business by Connecticut Department of Insurance and having a Best Rating of A-, VII, or equivalent or as otherwise approved by Agency.

Attachment C

[SEEC Form 10 Follows on Next Page]

Attachment D

CLOSING CHECKLIST

**RE: FINANCIAL ASSISTANCE EXTENDED BY THE
STATE OF CONNECTICUT
ACTING BY ITS
DEPARTMENT OF HOUSING (DOH)
TO
Norwalk Housing Authority**

AMOUNT OF FUNDING: \$9,855,590
FORM OF FINANCIAL ASSISTANCE: GRANT
SOURCE OF FUNDING: CDBG-DR Program

PARTIES TO TRANSACTION:

DOH: State of Connecticut
Department of Housing
505 Hudson Street, 2nd Floor
Hartford, CT 06106
Contact Person: John Rosenthal
Telephone: (860) 270-8173
Facsimile: (860) 706-5741
E-Mail: John.Rosenthal@ct.gov

COUNSEL TO DOH: Pullman & Comley LLC
Contact Person: John Kindl
Telephone: (860) 541-3307
Facsimile: ()
E-Mail: jkindl@pullcom.com

RECIPIENT: Norwalk Housing Authority
XXXXXXXX
Contact Person: Curtis Law, Executive Director

COUNSEL TO RECIPIENT: Reno & Cavanaugh PLLC
Telephone: 203-838-8471
Facsimile: 203-838-6535
E-Mail: Claw@norwalkha.org

Contact Person: Megan Glasheen
Telephone: (202) 349-2454
Facsimile: ()
E-Mail: mglasheen@renocavanaugh.co

Legend:

(H) - Only applicable to CDBG-DR transactions

(R) – Document to be Recorded

(*) – Document to be executed by DOH

In using this form, if any item is not applicable to the transaction involved, please place an "N/A" in the comment box.

Comments	Status	A. <u>DOH DOCUMENTS</u>
_____	_____	1. Application
_____	_____	2. Commissioner's Proposal (*) (Amendments, if any)
_____	_____	3. Political Contribution Restriction Certifications
_____	_____	B. <u>FINANCING DOCUMENTS</u> (All Prepared by Counsel for DOH)
_____	N/A _____	1. Assistance Agreement Schedule A – Contract Requirements Schedule B – Insurance Provisions Schedule C – SEEC Form Schedule D – Closing Checklist Schedule E – _____ Schedule F – _____ Schedule G – _____ Schedule H – _____ Schedule I – _____
_____	_____	2. Escrow Agreement
_____	_____	3. Restrictive Covenant (R) Schedule A – Legal Description Schedule B – List of DOH Assisted Units
_____	_____	4. Mortgage Deed (R) Schedule A – _____ Schedule B – _____ Schedule C – _____
_____	_____	5. Mortgage Note
_____	_____	6. Collateral Assignment of Leases and Rentals (
_____	_____	7. Collateral Assignment of Construction Contract
_____	_____	8. UCC-1 Financing Statement – Fixture Filing (R)

Comments	Status	Schedule A – Description of Real Estate Fixtures (To be filed with Secretary of State, UCC Division in addition to recordation on Lar Records)
_____	_____	
_____	_____	9. Environmental Certificate and Indemnity Agreement
_____	_____	10. Certificate of Applicant
_____	_____	11. Affidavit of Commercial Transaction
_____	_____	12. Subordination Agreement (R)
_____	_____	13. Development Expenditures Account Agreement (H) (*)
_____	<u>N/A</u>	
_____	_____	C. <u>RECIPIENT'S DOCUMENTS</u> (All furnished by Recipient and Prepared by Recipient its Counsel)
_____	_____	14. Organization Documents (Certified by an Authorized Representative of Recipient) (a) Certificate of Incorporation and Article's of Incorporation or Articles of Organization, or Partnership Agreement (whichever is applicable) (b) By-Laws or Operating Agreement (c) Certificate of Legal Existence
_____	_____	15. Limited Partnership Organization Documents (If Applicable) (a) Certificate of Limited Partnership (b) Limited Partnership Agreement
_____	_____	16. Authority Documents for Recipient And If Applicable, Recipient's Limited Partner (a) Authorizing Resolutions (b) Incumbency Certificate (c) Secretary Certificate
_____	_____	17. Construction Plans and Specifications
_____	_____	18. Construction Contracts (General Contractor/Construction Manager/Architect)
_____	_____	19. A-2 Survey (Certified to DOH)
_____	_____	20. Construction Permits and Approvals/Zoning

Comments

Status

Compliance

21. Environmental Site Assessments

22. Evidence of Insurance

(See Insurance Requirements Attached to Assistance Agreement)

23. Flood Zone Certification

24. Tax Clearance Letters

(a) DRS – Corporate business/Sales/Use Tax
(b) Dept. Of Labor

25. IRS 501(c)(3) Determination Letter

26. Affirmative Marketing Plan, Tenant Selection Plan and Sample Lease

27. Development Budget

28. Operating Budget

29. Project Timetable with Major Milestones

30. Evidence of Financial Capacity and Experience of General Contractor

31. Property Appraisal

32. Evidence of Payment of Real Estate Taxes

33. Architect's Letter re Availability of Utilities
(Street access, sewer, gas, water, electric)

34. Evidence that Property is Insurable against Environmental Hazards

35. List of CDBG-DR-Assisted Units (H)

36. Anti-Displacement and Relocation Assistance Plan

D. RECIPIENT'S COUNSEL'S DOCUMENTS

37. Legal Opinion Letter of Counsel

38. UCC Lien Search

Comments

Status

39. Title Insurance Policy:

- (a) Copy of exceptions/encumbrances
- (b) Endorsements: Comprehensive, Adjustable Rate; Access; Survey; Creditors Rights; CIOA, Construction/Future Advances and other appropriate endorsements

E. MISCELLANEOUS TRANSACTION DOCUMENTS TO BE FURNISHED BY RECIPIENT POST-CLOSING

1. **Project Completion Report (H)**
2. **Project Milestones Progress Reports for completion of Project and for CDBG-DR-Assis Units**
3. **Passthrough Agreement and Related Docume**
4. **Annual Rental Project Certification Report**
5. **Annual Tenant Demographic Report**
6. **Semi-Annual Project Financing Statements**
7. **Establishment of Accounts**
 - (a) Operating Reserve Account